

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

DIAMOND RESORTS CORPORATION,  
a Maryland corporation,

Plaintiff,

v.

MUTUAL RELEASE CORPORATION a/k/a  
417 MRC LLC, a Missouri limited liability  
company; DAN CHUDY, an individual;  
MATTHEW TUCKER, an individual;  
JOSEPH DICKLEMAN, an individual;  
THERESE BROOKE PIAZZA, an individual;  
NATHANIEL TYLER, an individual; and  
SHEILA WOOD, an individual,

Defendants.

Case No.: \_\_\_\_\_

**EXHIBIT 2**

**CHUDY NSA**

## CONFIDENTIALITY, INVENTION & NON-SOLICITATION AGREEMENT

For All Team Members

I, Dan Chudy,  
Print Name, have been offered employment or I am currently employed with

Diamond Resorts Corporation and/or any of its affiliates ("Diamond" or "the Company"). I understand that due to the specific nature of the employment offered, the Company has made it a condition of employment that I enter into this Invention and Confidentiality Agreement ("Agreement"). I acknowledge receipt of sufficiency of good and valuable consideration for this Agreement, including my continued employment with Company and the compensation I will receive through continued employment, which compensation and continued employment I would not receive without executing this Agreement. I agree to abide by the terms of this Agreement, both during my employment and thereafter, whether such employment is terminated voluntarily or involuntarily and with or without cause. Therefore, as a specific condition and in consideration of my employment and/or my continued employment by the Company, or any of its affiliates, subsidiaries and divisions, I hereby make the following covenants and agreements.

1. **OWNERSHIP RIGHTS:** I will disclose promptly to the Company and do hereby assign and agree to assign to the Company, free from any obligations to me, all my rights, titles, and/or interests in and to any and all ideas, concepts, processes, improvements, inventions, software extensions, and computer programs, made, conceived, disclosed, or developed by me solely or jointly with others during the period of my employment with the Company, and which relate to the business activities and/or facilities of the Company, which result from or are suggested by any work I may do for the Company or at its request, or which were made, conceived, disclosed, or developed, in whole or in part, with the assistance of the Company or any of its facilities, personnel, or property. I will deliver to the Company any notes, discs, specifications, memoranda, and data relating to such ideas, concepts, processes, improvements, programs, extensions, or inventions and cooperate fully during my employment and thereafter, in securing for the Company patents or copyright protection and/or other similar rights in the United States and foreign countries, and will give evidence and testimony and execute and deliver to the Company all papers required by it in connection therewith.
2. **CONFIDENTIAL INFORMATION:** I hereby recognize and acknowledge that I will learn and come into contact with certain proprietary information and trade secrets of the Company ("Confidential Information"). I acknowledge that, as used in the Agreement, "Confidential Information" includes, but is not limited to, all items included in Section 1, above, as well as all methods, processes, techniques, practices, product designs, pricing information, billing histories, customer lists and information, team member/employee lists and information, salary information, personnel matters, financial data of Company, its team members/employees and customers, operating results, plans, contractual relationships, projections for new business, opportunities for new or developing business, and technological innovations, passwords, system configuration, security codes including but not limited to software and computer programs, in any stage of development. "Confidential Information" also includes, but is not limited to, all notes, records, software, drawings, handbooks, manuals, policies; contracts, memoranda, sales files, or

any other documents generated or compiled by any team member/employee of the Company. Such information is, and shall remain, the exclusive property of the Company. I agree that I will not, either during my employment or thereafter, except as authorized or directed by the Company in writing, disclose to others, use for my own benefit, copy or make notes of any Confidential Information. I recognize and acknowledge that any disclosure to others, use for my own benefit, copying or making notes of any of such Confidential Information, unless specifically and expressly authorized by the Company, will constitute breach by me of the Agreement and that I shall be liable therefore.

3. **NO DAMAGE:** During my employment with the Company and thereafter, I shall take no action to damage or eradicate any information or data contained on any Company computer network or in any Company file. I further agree that I shall take no action that is likely to result in damage to any company property, including but not limited to its computer network, hardware and software. Following the termination of my employment with the Company, whether said termination is voluntary or involuntary and whether it occurs with or without Cause, I shall not access in any manner any Company Confidential Information or any Company computer network or file for any purpose.
4. **TERMINATION:** Upon termination of my employment with the Company, whether said termination is voluntary or involuntary and whether it occurs with or without Cause, I will delivery to the Company all records, notes, data, discs, memoranda, tapes, programs, models and equipment of any nature which are in my possession and/or control and which are the property of the Company, or which relate to my employment or to the business activities or facilities of the Company, or which otherwise contain Confidential Information.
5. **NON-DISCLOSURE:** During my employment with the Company, I shall not knowingly use or disclose any proprietary information or trade secrets of any former employer or other person or entity intended by such person or entity not to be disclosed to the Company. I further agree that I will not bring onto the Company's premises any unpublished document or proprietary information belonging to any such former employer, person or entity unless consented to in writing by such employer, person or entity. I represent that, to the best of my knowledge, my performance of all of the terms of this Agreement and my performance of my duties to the Company will not breach any agreement or legal obligation between me and any other employer, person or entity. I represent that I have made all such agreements known to the Company and that I have been instructed by the Company that I am not to violate any such agreements in the course of my employment.

During my employment and thereafter, I agree to report immediately to the Company in writing the name, position, and address, to the extent known to me, of any person or organization that seeks to obtain from me information, the disclosure of which would violate this Agreement. I further agree to report immediately to the Company any unauthorized or inadvertent disclosure of Confidential Information of which I become aware and to assist the Company in any and all efforts undertaken by the Company to

retrieve such Confidential Information and/or limit the damage caused by such disclosure.

6. **NON-SOLICITATION:** I acknowledge and agree that any information concerning Diamond team members/employees, owners, members, prospective purchases, guests and customers of Diamond is the sole and exclusive property of Diamond and that upon resignation or termination from Diamond and for a period of one year thereafter, I shall not directly or indirectly, by assisting others or otherwise, contact or solicit any such persons or entities, including, but not limited to, those with whom I have had contact during the course of my employment with Diamond. In further consideration of my employment with Diamond, I agree that upon resignation or termination from Diamond and for a period of one year thereafter, I shall not directly by assisting others to solicit, recruit or hire any team member/employee of DRI, including those subsequent to my termination or separation from Diamond.
7. **PREVIOUS EMPLOYMENT:** I agree that any previously agreed to restrictions or confidentiality agreements with former employers will be adhered to during the course of my employment with Diamond to the extent enforceable. I further agree that Diamond has not and will not receive from me any confidential information or trade secrets covered by such prior agreements.
8. **CONFLICTS OF INTEREST:** It is Company policy to conduct its business without favoritism or the influence of conflicts between the Company's interests and those of its team members/employees. A "conflict of interest" occurs when a team member/employee's private interest interferes or appears to interfere with the interests of the Company. Conflicts of interest are prohibited as a matter of Company policy, unless they have been approved by the Company. In particular, a team member/employee must never use or attempt to use his or her position at the Company to obtain any improper personal benefit for himself or herself, for his or her family, or for any other person.

All team members who participate in transactions with suppliers, lessees, competitors or major customers, or franchisee shall submit written reports of any Reportable Interest and Relationship. Such reports shall be delivered to the team member's immediate supervisor, who shall cause copies to be delivered to the General Counsel.

9. **OUTSIDE EMPLOYMENT:** You may engage in other employment outside the Company as long as it does not create a conflict of interest with Diamond or affect your performance for the Company. Under no circumstances will "other employment" conflicts be acceptable as an excuse for not meeting the requirements of your designated position within the Company. As a full-time team member/employee, you must consider your employment with Diamond as your primary responsibility over any outside employment.

During employment with Diamond, technology team members, may not work for any vendor, supplier, or other organization that is a competitor of Diamond or its affiliated entities, subsidiaries or parent company.

10. **GENERAL:** I agree that if a court of competent jurisdiction finds that any term of this Agreement is for any reason excessively broad in scope or duration, such term shall be construed in a manner to enable it to be enforced to the maximum extent possible. Further, if, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce any of the separate covenants deemed included herein, then wholly unenforceable covenants shall be deemed severed and eliminated from the provision hereof for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding.
11. **AT WILL EMPLOYMENT:** I understand that nothing in this Agreement constitutes a promise of employment for a specific term. I understand and acknowledge that my employment is and shall continue to be at-will as defined under applicable law, meaning that either team member or Company may terminate the relationship at any time for any reason or no reason, without further obligation or liability.
12. **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Nevada.

I acknowledge and agree that any violation of the restrictions contained in the Agreement would cause the Company substantial irreparable injury and is cause for immediate termination. I agree that a remedy at law for any breach of the covenants or other obligations in this Agreement would be inadequate and that the Company, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated breach of this Agreement without necessity of probing actual damage.

I understand and agree that a breach of this Agreement is binding against me and constitutes a basis for my discharge from employment and/or a basis for a suit against me for damages.

I understand and agree that the terms of this Agreement are in addition to any applicable confidentiality agreement, standard practice instruction or policy of Diamond or its affiliated companies (the "Other Documents"). In the event of any conflict between this Agreement and any the Other Documents, this Agreement will prevail.

**AGREED AND ACCEPTED:**

By signing, I certify and acknowledge that I have carefully read all of the provisions of this Agreement and understand and will fully and faithfully comply with all provisions.

Date: 8-26-13

Signed: [Signature]

Printed: Dan Chudy